

STARLEN ASSOCIATES, LLC

CONFIDENTIALITY AGREEMENT

Starlen Associates, LLC and _____, wish to exchange information relating to Pay by Cell Phone technique/process and prospective business activities. Such information is considered by the parties hereto to be proprietary and confidential (CONFIDENTIAL INFORMATION). Accordingly, all disclosures of information will be subject to the following obligation of confidentiality and non-use.

The receiving party will maintain in confidence all CONFIDENTIAL INFORMATION disclosed to it by the disclosing party. The receiving party will not disclose such CONFIDENTIAL INFORMATION to any third person without express written permission from the disclosing party.

The CONFIDENTIAL INFORMATION disclosed will be used solely for the purpose of evaluating a potential business arrangement between Starlen and _____ with respect to the _____ technique/process. The receiving party will restrict transmission of such CONFIDENTIAL INFORMATION to those directors, officers, employees, advisors and representatives of advisors who need to know such CONFIDENTIAL INFORMATION for the purposes of this Confidentiality Agreement and will inform such persons of the confidential nature of the CONFIDENTIAL INFORMATION.

The obligations of confidentiality and non-use shall expire **five** (5) years from the date of this Confidentiality Agreement, and do not apply to CONFIDENTIAL INFORMATION that:

- (a) was known to the public or to the receiving party prior to disclosure by the disclosing party;
 - (b) becomes known to the public through no breach of this Confidentiality Agreement by the receiving party;
- or
- (c) is disclosed to the receiving party by a third person having a legal right to make such disclosure.

Upon the disclosing party's request or in the event the parties hereto decide not to proceed with any transaction which is the subject of this Confidentiality Agreement, whichever is sooner, the receiving party will promptly: (i) return to the disclosing party all written and other materials furnished by the disclosing party subject to this Confidentiality Agreement; and (ii) whichever the disclosing party requests, destroy or return to it all documents, data, memoranda, notes and other writings based on CONFIDENTIAL INFORMATION provided subject to this Confidentiality Agreement. The receiving party will not retain copies, extracts or other reproductions in whole or in part of the materials referred to in (i) and (ii).

Neither party will publicize the existence of discussions between the parties or the terms of this Confidentiality Agreement without express written permission from the other.

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, may not be altered except by an agreement in writing signed by the parties; and shall be interpreted in

Marcus T. Wilson, Starlen Associates, LLC

Date:

Date:

In accordance with the laws of the State of Arizona.